

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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<i>LBB CORPORATION d/b/a SPUNK VIDEO,</i>	)	
Plaintiff,	)	<i>Civil Action No.:</i>
	)	<b><i>08-CV-04320 (SAS)</i></b>
v.	)	
LUCAS DISTRIBUTION, INC.; LUCAS	)	<b><i>DECLARATION OF</i></b>
ENTERTAINMENT, INC.; LUCAS PRODUCTIONS,	)	<b><i>CASEY DWORKIN</i></b>
INC.; and ANDREI TREIVAS BREGMAN p/k/a	)	
MICHAEL LUCAS;	)	
Defendants.	)	<b><i>ECF CASE</i></b>

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STATE OF CALIFORNIA )

) ss.:

COUNTY OF SAN FRANCISCO )

Casey Dworkin, being duly sworn, deposes and says:

1 I am President of LBB CORPORATION d/b/a SPUNK VIDEO (hereinafter "LBB"), Plaintiff in the above-captioned matter. As such, I am fully familiar with all of the facts and circumstances herein. This matter is for, amongst other things, alleged copyright infringement against Defendants LUCAS DISTRIBUTION, INC.; LUCAS ENTERTAINMENT, INC.; LUCAS PRODUCTIONS, INC.; and ANDREI TREIVAS BREGMAN p/k/a MICHAEL LUCAS (collectively "the Lucas Defendants"). All exhibits annexed hereto are made a part hereof. All exhibits annexed to the Declaration of Roman Senko are incorporated herein by reference and made a part hereof.

2 Plaintiff LBB is a California corporation with its principal place of business at 601 Van Ness Avenue, # E3-324, San Francisco, California 94102. LBB is a pornographic film production and distribution company that specializes in producing and distributing "fetish" type adult gay films.

3 Upon information and belief, "Galaxia Studios" (hereinafter "Galaxia"), with an office located at Dr. Glazera 15/1215, Horni Sucha, 73535, Czech Republic, also is in the business of creating, displaying, exploiting and distributing explicit "hardcore" pornographic films in Digital Versatile Discs ("DVDs") format for subsequent sale or resale. Galaxia produces assorted "fetish" type adult gay videos for purchase and sale by various companies throughout the world and in the United States. One such fetish type video is "bareback" videos (adult sex without the use of condoms). In the past, LBB has commissioned bareback adult gay videos from Galaxia. The principal of Galaxia is Roman Senko. As part of our on-going business relationship, I communicate with Roman Senko either via mail, his electronic mail address [videocompany@seznam.cz](mailto:videocompany@seznam.cz) or telephone.

4 Upon information and belief, the Lucas Defendants are in the business of creating, displaying, exploiting and distributing explicit "hardcore" pornographic films. Upon information and belief, the Lucas Defendants also have commissioned adult gay videos from Galaxia. I learned of two such productions later sold to the Lucas Defendants known as "Inside Prague" and "Juvie Boys 2".

5 I further say upon information and belief the following: Sometime in early 2007, MICHAEL LUCAS commissioned a video from Galaxia and agreed to pay \$6,000.00 United States Dollars ("USD") with \$2,000.00 USD as a deposit. The Lucas Defendants did not sign a contract with Galaxia for this video. However, Galaxia "shot" and produced the movie that has come to be known as "Raw Twinks in Czech". That video is a four (4) scene bareback type adult gay film that features the following eight (8) performers/models: Vaclav Skrabaneck, Erik Mlynarik, Lucas Prchal, Jakub Korous, Frantisek Smejkal, Tobor Kovacs, Bohumil Horacek and Jiri Skrabaneck. The first scene has Vaclav Skrabaneck and Erik Mlynarik. The second scene has Lucas Prchal and Jakub Korous. Scene three features Frantisek Smejkal and Tobor Kovacs. Bohumil Horacek and Jiri Skrabaneck perform together in scene four. Eight (8) performers/models total are in "Raw Twinks in Czech".

6 Upon information and belief, the Lucas Defendants only paid the \$2,000.00 deposit and later refused to pay the remaining \$4,000.00 because they decided that they did not wish to have the bareback scenes. In an electronic mail from MICHAEL LUCAS to Roman Senko dated 26.10.2007, MICHAEL LUCAS indicated that Galaxia should sell this video to somebody else. See exhibit "A-1" annexed hereto.

7 In a contract dated November 6, 2007, Galaxia sold all worldwide rights and interests in and to this video to LBB, in addition to all associated materials. This contract is an exclusive contract to LBB. A copy of that contract is attached hereto as exhibit "B-1". It also is attached to the Declaration of Roman Senko as exhibit "B". LBB later named this film "Nasty Piss Boys" (hereinafter "the Work") and LBB started selling it under that name.

8 The Work is a four (4) scene bareback type adult gay film that features the following eight (8) performers/models: Vaclav Skrabanek, Erik Mlynarik, Lucas Prchal, Jakub Korous, Frantisek Smejkal, Tobor Kovacs, Bohumil Horacek and Jiri Skrabanek. The first scene features Vaclav Skrabanek and Erik Mlynarik in a loft setting. The second scene presents Lucas Prchal and Jakub Korous performing together in a bedroom setting. Scene three features Frantisek Smejkal and Tobor Kovacs. Bohumil Horacek and Jiri Skrabanek perform together in scene four.

9 Since as early as January 2008, LBB has prominently displayed the "Nasty Piss Boys" title and mark in commerce in connection with the advertising, sale, marketing and exploitation of the film throughout Northern America. In this regard, the Work is distributed through interstate commerce and is available for consumers to purchase and/or rent in traditional adult retail outlets as well as on Plaintiff's Internet website: <http://www.spunkvideo.com/>

10 LBB has sold approximately eight hundred (800) units of the Work in DVD format since January 2008. Further, LBB maintains a successful and lucrative licensing program with regard to the Work through which it has licensed particular uses of the Work.

11 Upon information and belief, the Lucas Defendants offered for sale, and/or began selling, "Raw Twinks in Czech" on or about April 7, 2008. Orders for this film can be placed either online or via telephone at such Internet websites as <http://www.tlavideo.com/>. The same may

also be found using the following URL: [http://www.tlavideo.com/product/3-0-265121\\_raw-twinks-in-czech.html?sn=1](http://www.tlavideo.com/product/3-0-265121_raw-twinks-in-czech.html?sn=1). Orders for this film can be placed with other various adult wholesalers or retailers.

12 Plaintiff obtained copies of "Raw Twinks in Czech" on April 18<sup>th</sup> 2008 from a California-based wholesale distributor with whom LBB regularly conducts wholesale trade.

13 On or about April 7, 2007, I learned that one, some or all of the Lucas Defendants intended to commence exploiting, displaying, marketing, offering, distributing and selling the title "Raw Twinks in Czech." LBB has not relinquished any ownership rights in and to the Work. LBB did not authorize any of the Lucas Defendants to use the Work or any other such title that is identical or substantially similar to the Work, nor has LBB engaged in any licensing negotiations or transactions with any of the Lucas Defendants. I subsequently issued a cease and desist letter dated April 7, 2008 via FedEx to MICHAEL LUCAS. See exhibit "C-1" annexed hereto.

14 I contacted my attorney in New York City who also wrote to MICHAEL LUCAS, dated April 23, 2008, and sent via Certified Mail, Return Receipt Requested, demanding cessation of the infringing activities. See exhibit "D-1" annexed hereto. Notwithstanding those cease and desist letters, the Lucas Defendants continue to duplicate, replicate, reproduce, exploit, display, market, offer, distribute and sell the Work. As of this writing, the Lucas Defendants continue to make available and sell "Raw Twinks in Czech" under the "Galaxia" name which may be purchased at such Internet websites as <http://www.tlavideo.com/>.

15 The opening announcements of the DVD "Raw Twinks in Czech" states "It is a violation of stated law ... 4) to duplicate this copyrights material[.]" It further warns that "Federal law provides civil and criminal penalties for unauthorized reproduction, distribution, or exhibition of copyrighted motion pictures and video tapes (Title 17, United States Code 501 [§] 506 ...)" The Lucas Defendants admit to this assertion. Answer ¶ 24.

16 I have seen both videos. Except for minor differences in formatting, not content, such as colors and bordering in the chapter selection menu, "Raw Twinks in Czech" is identical to the Work. As a matter of fact, admission is made that "Lucas Distribution commenced distribution

on or about April 7, 2008. Answer ¶ 35. The Lucas Defendants further admit that “a photograph that appears on the DVD cover of *Raw Twinks in Czech* also appears to be present on what is advertised as the DVD cover of Plaintiff’s claimed film on Plaintiff’s website ...” Answer, ¶ 36. For comparison, copies of the DVD’s and DVD covers for “Nasty Piss Boys” and “Raw Twinks in Czech” are annexed hereto at exhibits “E-1” and “F-1”, respectively. The Lucas Defendants assert that LBB’s consent, permission or authority was required to engaged in the complained of activities. Answer ¶ 39.

17 As stated above, LBB has not relinquished any ownership rights in and to the Work. LBB did not authorize any of the Lucas Defendants to use the Work or any other such title that is identical or substantially similar to the Work, nor has LBB engaged in any licensing negotiations or transactions with any of the Lucas Defendants. The deposit, application and fee required for registration of copyright in the Work have been delivered to the Copyright Office in proper form. A copy of the cancelled check to the United States Copyright Office is annexed hereto as exhibit “G-1”.

18 Based upon the foregoing, I vehemently believe that the Lucas Defendants infringed, and continue to infringe, upon LBB’s copyright to “Nasty Piss Boys”. In that regard, the Fifth Defense contained in the answer of the Lucas Defendants, that they were innocent copyright infringers, Answer, at 6, is ridiculous and frivolous. In addition, since the Lucas Defendants are using the Work in its entirety, their Seventh Defense, “fair use”, Answer, at 7, also is contrary to the facts and completely without merit.

**WHEREFORE**, I, Casey Dworkin, respectfully requests an Order of the Court:

1. Granting each of Plaintiff’s claims for relief;
2. Temporarily, preliminarily and/or permanently enjoining, Lucas Distribution, Inc.. and all of its officers, directors, affiliates, successors, assigns, agents, servants, employees and those in privity with any of them, from continued infringement, selling, offering to

sell, advertising, marketing, streaming or otherwise distributing any audio-visual work or works identical or substantially similar to the Work;

3. Temporarily, preliminarily and/or permanently, enjoining Lucas Entertainment, Inc., and all of its officers, directors, affiliates, successors, assigns, agents, servants, employees and those in privity with any of them, from continued infringement, selling, offering to sell, advertising, marketing, streaming or otherwise distributing any audio-visual work or works identical or substantially similar to the Work;
4. Temporarily, preliminarily and/or permanently, enjoining Lucas Productions, Inc., and all of its officers, directors, affiliates, successors, assigns, agents, servants, employees and those in privity with any of them, from continued infringement, selling, offering to sell, advertising, marketing, streaming or otherwise distributing any audio-visual work or works identical or substantially similar to the Work;
5. Temporarily, preliminarily and/or permanently, enjoining Andrei Treivas Bregman, publicly known as "Michael Lucas", his successors, assigns, agents, servants, employees and those in privity with him, from continued infringement, selling, offering to sell, advertising, marketing, streaming or otherwise distributing any audio-visual work or works identical or substantially similar to the Work;
6. Ordering recall of all of the Lucas Defendants' films in the marketplace entitled "Raw Twinks in Czech", or such other title that is or may be identical or substantially similar to LBB's "Nasty Piss Boys", and the delivery and surrender of the same to LBB for destruction of all labels, packaging, sales, material, artwork and other material or materials from which such labeling, packaging or advertising materials may be reproduced; and
7. Ordering the Lucas Defendants to deliver and surrender to LBB for destruction all copies manufactured, reproduced, sold or otherwise used, intended to use, or possessed with the intent to use and all plates, molds, matrices, tapes, films, film negatives, "master tapes", DVCam or mini-DV tape, raw footage or other articles by means of which

duplicates of "Raw Twinks in Czech", or such other title that is or may be identical or substantially similar to the Work, may be made or reproduced, and all electronic, mechanical or other devices for manufacturing, reproducing or assembling such copies.

8. Awarding treble damages actually suffered by LBB in addition to those profits made by the Lucas Defendants from the exploitation, displaying, marketing, offering, creation, manufacture, sale and/or distribution of Defendants films, or such greater amount as to which this Honorable Court may consider LBB to be entitled;
9. Awarding to LBB and assessing against the Lucas Defendants, the costs, expert witness fees and reasonable attorneys' fees incurred in connection with this action; and
10. Granting such other and further relief as this Court deems just, fair and equitable.



Casey Dworkin, President  
LBB Corporation

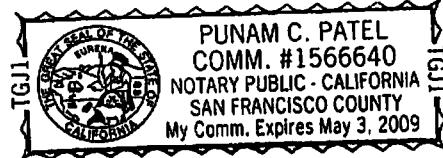
STATE OF CALIFORNIA )

) ss.:

COUNTY OF SAN FRANCISCO )

On the day of July 2008, before me, the undersigned, a notary public in and for the State of California, personally appeared **Casey Dworkin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within declaration and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN FRANCISCO

} ss.

On JULY 3RD '08 Date before me,PUNAM C. PATEL

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

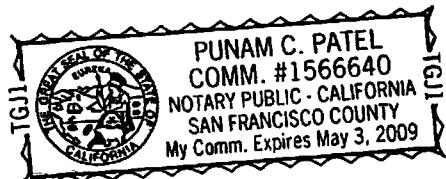
personally appeared

Name(s) of Signer(s)

GREGG CASEY DWYERKIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

RIGHT THUMPRINT  
OF SIGNER

Top of thumb here

Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

RIGHT THUMPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# **EXHIBIT A-1**



Casey Dworkin &lt;caseydworkin@gmail.com&gt;

## Lucas for me 12

videocompany@seznam.cz <videocompany@seznam.cz>  
 To: Casey <casey@spunkvideo.com>

Thu, Apr 10, 2008 at 2:28 AM

# ----- Původní zpráva -----

# Od: M Lucas <[michael@lucasentertainment.com](mailto:michael@lucasentertainment.com)>

# Předmět: Re: 5 models for JUVIE 2 / E

# Datum: 26.10.2007 21:37:53

# -----

# Hey Roman,

## First, again, I will only look at the pictures which are coming in # JPEG form, lo-res (72dpi). I cannot open the images otherwise. It # should be really easy to format them in this way.

## Five actors is too few for this movie. 7 i the absolute least. I # prefer 8 models.

## Yes, please I recommend that you always tell the truth. That is # exactly what you should say, that the movie was made to order, but # the order was that it should have had condoms, but you produced a # condom-less film. I think you will have no problem to sell it for # \$6000. But since you already got \$2000 from us, why don't you just # sell it for \$4000? This way you will get rid of it very fast.

## We unfortunately do not have money to forward you. You will have to # invest your own money. I did invest three times before in your # company. With all due respect, you guys should have known that I use # condoms in my films.

## There is no rush. Whenever you are ready with the film, just send it # our way. Again, it should be 4 scenes, with condoms, with fetish, # with 7-8 models who I have to approve.

## You will get money in 7 business days after I receive the film, if I # approve it.

## Best regards,

## Michael Lucas

# CEO, Lucas Entertainment

# 589 8th Ave, 2nd Floor

# New York, NY 10018

# P: 212-924-5892

# F: 212-924-6514

# C: 917-449-3103

# E: Michael@LucasEntertainment.com

## <http://www.LucasEntertainment.com>

## <http://www.LucasDistribution.com>

## <http://www.LucasBlog.com>

## <http://www.xxxgigolo.com>

##### :o)

#### Confidentiality Notice And Disclaimer: This E-Mail and any files # transmitted herein are confidential and intended solely for the use # of the individual or entity to whom they are addressed. If you are # not said addressee please notify the designated sender immediately by # E-Mail or calling (212) 924-5892 x 14, then delete this E-Mail and # its associated files from your system. If you are not the intended # recipient you are hereby notified that disclosure, copying, # distribution, or taking any other action in reliance on the contents # of this E-Mail is prohibited by law and compliance will be enforced.

##### On Oct 26, 2007, at 4:21 AM, [videocompany@seznam.cz](mailto:videocompany@seznam.cz) wrote:

## :o)

##

# **EXHIBIT B-1**

November 6, 2007

Roman Senko  
Galaxia Studio  
The Czech Republic

Dear Roman,

Thank you for your interest in selling the rights to your Fetish film to Spunk. In order to memorialize our business relationship for this film, we have drawn up this Letter of Agreement. Please carefully review these terms, and if you agree, print 1 copy, place your initials on the bottom of the first two pages, sign on the space provided on the last page, and fax it to me at 1-415-282-1142. Once we receive the signed document, we will execute the agreement and return a signed copy by email.

To outline our agreement:

1) Galaxia Studio. (Hereinafter "Galaxia" or "you") will provide one (1) film for the purposes of this project. This film will consist of four (4) original fully edited "scenes" that are wholly unreleased, and new to the market (collectively and hereinafter, "the Title").

You warrant that:

- a) you have obtained full model releases from all models, and all models are of legal age (18 or older); all models must have Government-issued identification, such as a passport, driver's license or green card; you agree to indemnify and hold harmless Spunk in the event of any claim or cause of action arising out of improper or inadequate documentation;
- b) all of the material in the Title is new and original, and free from any and all encumbrances;
- c) each "scene" or segment of the title will be no shorter than 20 minutes;
- d) there are or will be no outstanding claims, objections, or defects which may impact the sales and marketing of the Title on a Worldwide basis.

All model releases and identity documentation will be delivered along with the title as outlined in Paragraph 3 below.

2) Transfer of Ownership. Upon payment as outlined in this agreement, Galaxia shall transfer to LBB Corp. d/b/a Spunk Studios, a California corporation (hereinafter "Spunk" or "we"), ownership and all worldwide rights to the title and associated materials subject to the terms outlined herein. Galaxia explicitly disclaims any and all rights, and acknowledges that upon payment that Spunk is the exclusive and sole owner of the title and associated materials in perpetuity.

D  
R  
H

CG

3) **Masters and Raw Footage.** GALAXIA will provide to Spunk the finished title on DVCam or mini-DV tape in duplicate, ready for editing. In addition, GALAXIA will deliver any and all raw footage in the format in which it was created, and GALAXIA explicitly disclaims any and all rights, and acknowledges that Spunk is the sole owner of the raw footage in perpetuity.

4) **Artwork.** GALAXIA will provide digital still pictures of models of sufficient quality and quantity for the production of DVD sleeves, collateral material and other artwork. GALAXIA will provide a minimum of ten (10) unique photographic still images of each individual model associated with the title. Ownership and all worldwide rights to these photographs transfer to Spunk upon payment.

5) **Payment.** Upon delivery of the masters, still images, and associated materials, Spunk shall issue payment to GALAXIA in the amount of Six Thousand dollars (\$6000.00). The total of this single payment comprise the entire remuneration in exchange for ownership and all worldwide rights to the Title and associated materials.

6) **Titles and Name.** Spunk will create a new name for the film of its own choosing and may change any titles for any reason in its sole discretion.

7) **Transmission of Critical Materials.** GALAXIA and Spunk shall both utilize commercially secure and insured transportation of critical materials (non-replaceable) such as masters and artwork. Acceptable carriers include UPS, FedEx, and/or Airborne Express.

8) **Term.** The duration of this agreement is open-ended, and the acceptance by Spunk of additional films extends the entirety of this agreement to those films. The termination of this agreement does not alter the transfer of worldwide rights once payment has been made. This agreement shall be deemed terminated if: a) Either GALAXIA or Spunk notifies the other party in writing that this agreement is terminated, subject to 90 days advance notice; b) Either party materially breaches this agreement, and such breach is not cured within 10 days of written notice. This Agreement shall be deemed terminated as of the 90<sup>th</sup> day after notice.

9) **Notice.** All official communication, including notice of termination, shall be sent via registered mail, return receipt requested, to the following addresses:

if to: Spunk Studios  
Gary Houser  
601 Van Ness Avenue  
Suite E3-324  
San Francisco, CA 94102

if to: Galaxia,  
Roman Senko  
DR. GLAZERA 15112-15  
HORNÍ SUCHÁ 435 35  
CZECH REPUBLIC

10) **Severability.** Should any portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such holding, and remain in full force and effect.

11/7/2007 - Roman Senko

*Roman* *RS*

*CF*

11) **Confidentiality.** Spunk and GALAXIA agree to maintain as confidential the authorship of the title; Further, this Agreement and the existence of this Agreement, including any and all clauses or terms included herein shall remain confidential, in perpetuity.

12) **No Assignment or Transfer of Rights.** GALAXIA shall not assign or transfer its rights and responsibilities granted hereunder. In the event of sale or transfer of GALAXIA, or material change in the ownership or management of GALAXIA, this agreement shall automatically terminate.

We look forward to working with you, and feel that this venture will prove successful for us both.

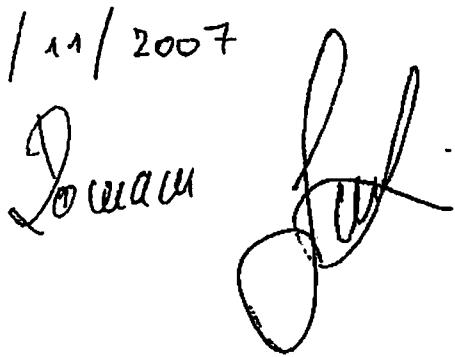
Best regards,

  
Casey B. Workin  
LBB Corp.

Accepted and Agreed:

Galaxia  
Roman Senko.

7/11/2007



### Trade Name License for North America

Whereas the undersigned parties agree that it is beneficial for Galaxia Entertainment to license its tradename "Galaxia Entertainment" and/or "Galaxia" as relates to gay adult entertainment within North America.

The undersigned agree that Galaxia Entertainment shall grant a sole and exclusive license to LBB Corp DBA "Spunk," to market gay adult films under the name "Galaxia Entertainment" and/or "Galaxia" for an indefinite period for the sum of one dollar (\$1.00) in the area of North America.

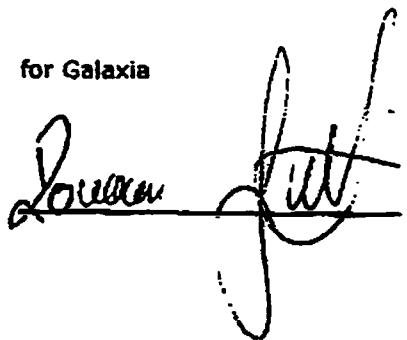
This license can be rescinded at any time with one day notice with no penalty, and Spunk shall have no further interest in the name "Galaxia Entertainment."

for Spunk



Date: 4/16/08

for Galaxia



Date: 16. April 2008

# **EXHIBIT C-1**



April 7, 2008

Sent Via Fax and Federal Express

Andrei Treivas  
Lucas Entertainment, Inc.  
589 8th Ave, 2nd Floor  
New York, NY 10018

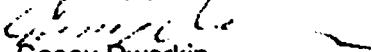
Dear Mr. Treivas:

It has come to our attention that an unauthorized use of our copyrighted work entitled *Nasty Piss Boys* (the "Work") in the preparation of a work derived there from. I have reserved all rights in the Work, first published in December 2007. Your work entitled *Raw Twinks in Czech* is essentially identical to the Work and clearly used the Work as its basis.

As you neither asked for nor received permission to use the Work as the basis for *Raw Twinks in Czech* nor to make or distribute copies, including electronic copies, of same, I believe you have willfully infringed my rights under 17 U.S.C. Section 101 et seq. and could be liable for statutory damages as high as \$150,000 as set forth in Section 504(c)(2) therein.

I demand that you immediately cease the use and distribution of all infringing works derived from the Work, and all copies, including electronic copies, of same, that you deliver to me, if applicable, all unused, undistributed copies of same, or destroy such copies immediately and that you desist from this or any other infringement of my rights in the future. If I have not received an affirmative response from you by April 21<sup>st</sup>, 2008 indicating that you have fully complied with these requirements, I shall take further action against you.

Very truly yours,

  
Casey Dworkin  
Spunk Video

# **EXHIBIT D-1**

**R. BRENT ENGLISH**

ATTORNEY AT LAW

• ALSO MEMBER NEW JERSEY &amp; WASHINGTON, D.C. BARS

225 BROADWAY, SUITE 612  
 NEW YORK, NEW YORK 10007  
 TELEPHONE: 212-962-3195  
 FACSIMILE: 646-390-8021  
 E-MAIL: RBENGLISH\_ESQ@ATT.NET

***Via Certified Mail, Return Receipt Requested  
 7006 3450 0001 5130 5660***

April 10, 2008

Michael Lucas  
 Lucas Entertainment, Inc.  
 589 8<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
 New York, New York 10018

\* \* \*

***Regarding: Spunk Video, Lucas Entertainment and Galaxia Entertainment***

Dear Mr. Lucas:

If you retained counsel to represent you, please forward this communiqué to his/her/their attention.

You may recall that the undersigned represents Spunk Video (hereinafter "Spunk") concerning a recent dispute that has arisen between Spunk and Lucas Entertainment. Specifically, my client learned of your intent to release "Raw Twinks in Czech", or such other title, which is derived from Spunk's copyrighted production known as "Nasty Piss Boys" (hereinafter "the Work"). You stated yesterday that the said title released last week. As we discussed, my client's position is that "Raw Twinks in Czech", or such other title, is substantially similar and/or identical to the Work infringing upon Spunk's rights pursuant to, amongst others, 17 U.S.C. § 101 *et seq.*

Lucas Entertainment, its employees, agents, successors, assigns and/or related entities, does not have authority or permission from Spunk to use the Work as a basis for any release, distribution and/or reproduction. Therefore, with this writing, we demand that Lucas Entertainment, its employees, agents, successors, assigns and/or related entities CEASE AND DESIST from any use, distribution, streaming and/or duplication of any and all infringing compositions derived from the Work.

Again, if you retained counsel to represent you, please forward this communiqué to his/her/their attention. Thank you.

I remain,

Sincerely yours,



R. Brent English

Cc: Casey Dworkin

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>			
1. Article Addressed to: <b>MICHAEL LUCAS</b> <b>LUCAS ENTERTAINMENT,</b> <b>INC.</b> <b>589 8th AVENUE, 2<sup>nd</sup> FLOOR</b> <b>NEW YORK, NEW YORK</b> <b>10018</b>		A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee  B. Received by (Printed Name) <b>R. LUCAS</b> C. Date of Delivery <b>4/18</b>  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number <small>(Transfer from service label):</small> <b>7006 3450 0001 5130 5660</b>			
PS Form 3811, February 2004		Domestic/Return Receipt. <b>102595-02-M-1540</b>	

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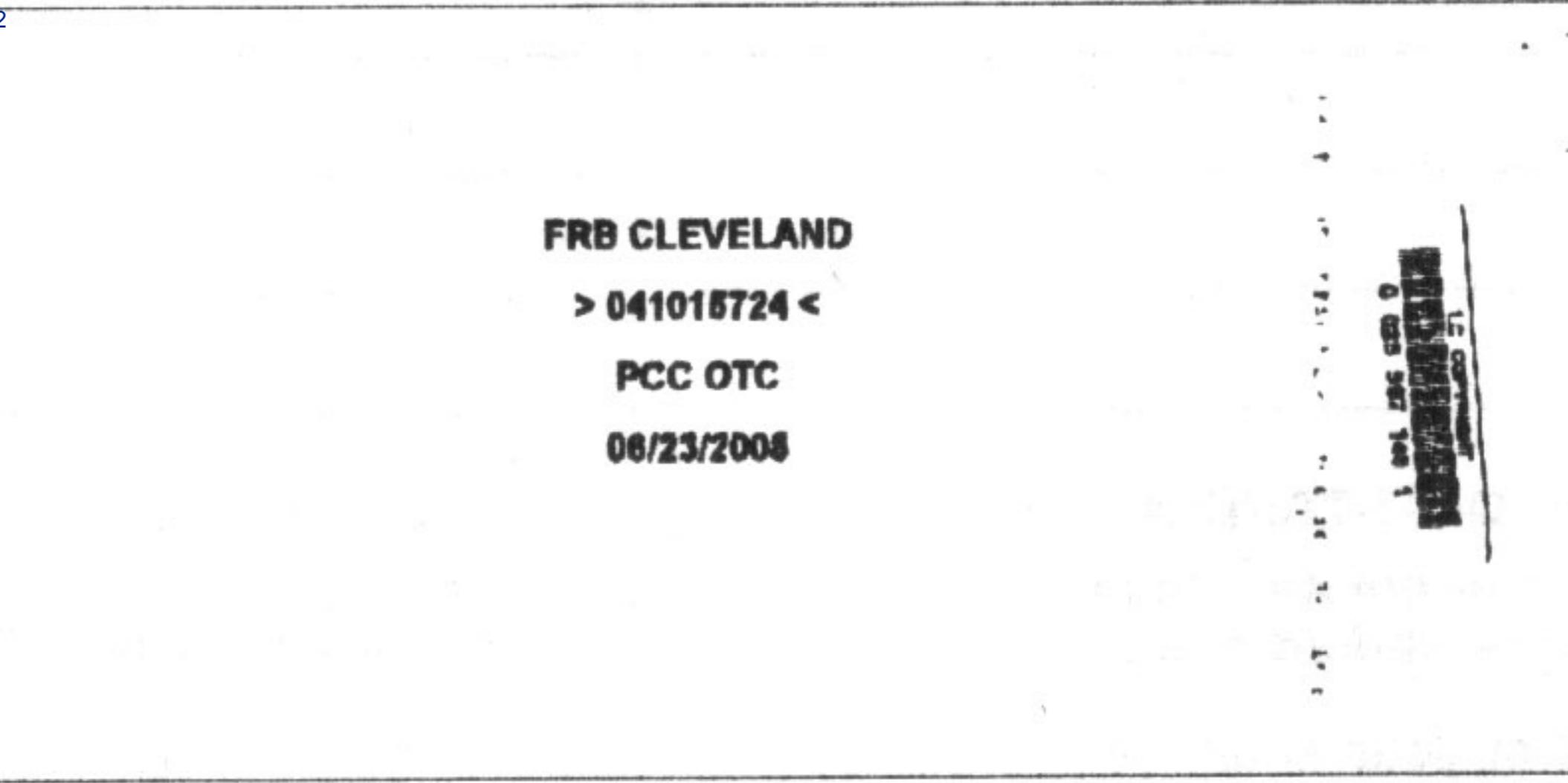
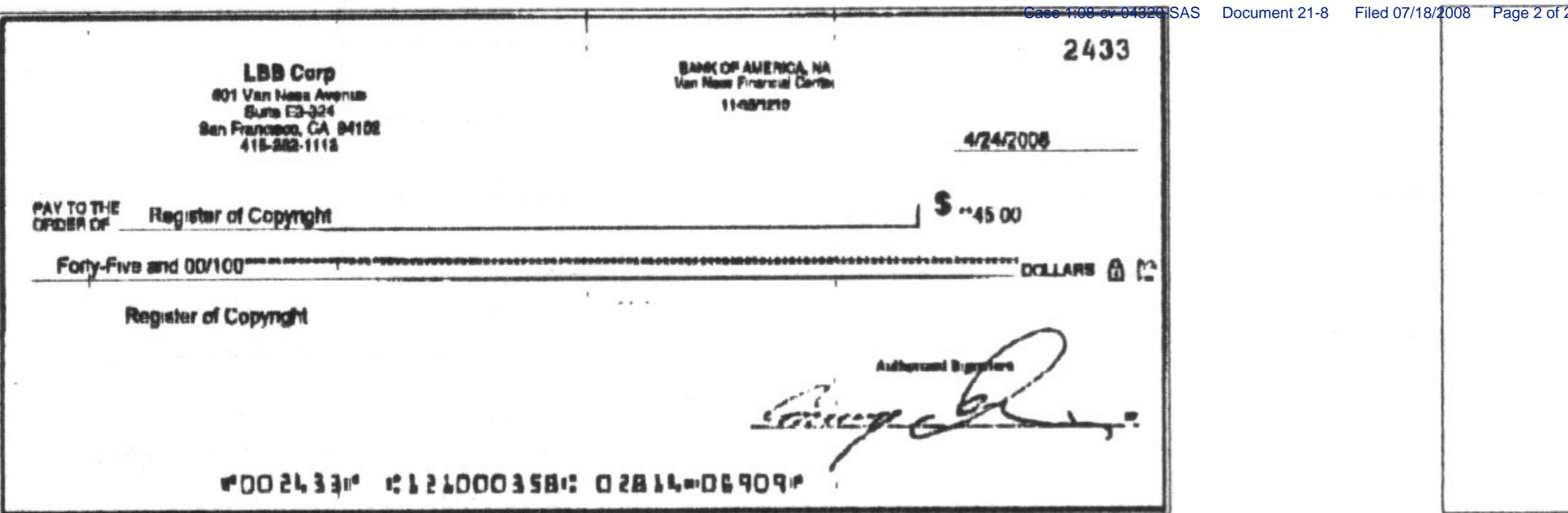
# **EXHIBIT E-1**

**DVD and DVD Cover  
of  
“Nasty Piss Boys”**

# **EXHIBIT F-1**

**DVD and DVD Cover  
of  
“Raw Twinks in Czech”**

# **EXHIBIT G-1**



Ref. No.: 1492474207

Amt: 45.00